

December 2, 2014

VIA FEDEX

Donna Murray, Enforcement Coordinator
U.S. Environmental Protection Agency, Region 1
Office of Site Remediation and Restoration
5 Post Office Square, Suite 100
Mail Code: OSRR07-2
Boston, MA 02109-3912

Re: Request for Information Pursuant to Section 104 of CERCLA for the
Keddy Mill Superfund Site, Windham, ME
Response by HRC-Village at Little Falls, LLC and Village at Little Falls, LLC

Dear Ms. Murray,

I am responding to U.S. EPA's letter of October 8, 2014 on behalf of HRC-Village at Little Falls, LLC ("HRC") and Village at Little Falls, LLC ("Village") (collectively, "Respondents"). Thank you for agreeing to extend the deadline for response to December 3, 2014.

U.S. EPA requested information and documents concerning both HRC and Village related to the Keddy Mill Superfund Site located at 7 Depot Street, Windham, Maine (the "Site") pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9604(e).

As an initial matter, HRC and Village do not bear any responsibility for the contamination found at the Site. These special purpose Maine limited liability companies came into the chain of title decades after any hazardous substances were released at the Site and neither is the current owner of the Site. Further, these entities were created for the sole purpose of exploring the possible redevelopment of the property and did not cause, contribute or exacerbate any contamination at the Site. To the contrary, HRC and Village were good stewards of the property during their ownership, spending significant sums to investigate and secure the Site even following the economic downturn that dramatically impacted real estate development activities across the country. The information provided in this Response, however, does indicate that there are liable and viable potentially responsible parties that formerly owned and/or operated the former so-called Keddy Mill. *See, e.g.,* deeds provided in response to Request number 3.i.



SDMS DocID 568724

PRETI FLAHERTY

Donna Murray, Enforcement coordinator

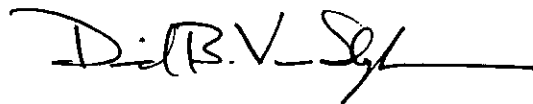
December 2, 2014

Page 2

In response to the Agency's Information Request, I am enclosing with this letter an executed set of written responses and a CD containing responsive documents labeled Bates No. VIL_RESP00001-05599. In providing this response we have only provided documents to the extent they are currently within the possession of HRC and Village. We have not attempted to obtain documents that may be in the possession of third-parties such as the Town of Windham, the Maine Department of Environmental Protection, or contractors who performed work at the Site for HRC, Village, or third-parties. We have identified contractors who performed work at the Site in response to Question No. 4.a. In addition, certain persons knowledgeable about HRC or Village's involvement at the Site are no longer affiliated with HRC or Village. We have, however, identified two such persons in response to Question No. 5.b. Last, we have in our possession a very large number of oversized drawings and plans related to potential redevelopment options for the Keddy Mill property. We have not included those in this production, but they are all available for inspection and (if desired) copying at your convenience in our Boston office.

Please contact either one of us at 207-791-3000 or by e-mail at dvanslyke@preti.com or sschutz@preti.com with any questions. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "D.B.V. Schutz", with a long horizontal line extending to the right.

David B. Van Slyke
Sigmund D. Schutz

Enclosures:

1. HRC- Village at Little Falls, LLC and Village at Little Falls, LLC Information Request Response and Objections
2. CD of Documents Produced

HRC- Village at Little Falls, LLC and Village at Little Falls, LLC
Information Request Response and Objections

General Objections

HRC-Village at Little Falls, LLC (“HRC”) and Village at Little Falls, LLC (“Village”) (collectively, “Respondents”) incorporate these General Objections into each and every one of their responses to U.S. EPA’s requests for information:

- A. Respondents’ objections and responses are made without waiving any rights or objections or admitting the authenticity, relevancy, or admissibility into evidence of the subject matter or facts contained in these responses, or in any document or thing produced to U.S. EPA.
- B. Respondents object to each and every request for production to the extent that they are unreasonably vague, overly broad, ambiguous, repetitious, or unduly burdensome.
- C. Respondents object to each and every request for production to the extent that they seek information protected by the attorney-client privilege, the attorney work product doctrine, the common interest or joint defense doctrine, or other applicable privileges. The inadvertent production of any privileged information shall not signify any intent by Respondents to waive any applicable privileges. To the extent U.S. EPA identifies any document as potentially within any privilege, Respondents request that U.S. EPA provide notification so that we may address the application of any such privilege and, as appropriate, request that U.S. EPA return or destroy the document.
- D. Respondents object to the extent the request is for documents not currently within Respondents’ possession.
- E. Respondents are providing a response based on their current understanding of the subject matter of U.S. EPA’s requests and to the best of their information, knowledge, and belief.
- F. Respondents reserve the right to amend or supplement their responses based on its continuing investigation, as additional information may come to Respondents’ attention, or for other reasons.

Responses

1. General Information About Respondent:

- a. Provide the full legal name and mailing address of the Respondent.

Response:

HRC-Village at Little Falls, LLC
c/o Heather Mutterperl
Hudson Realty Capital LLC

5-9 Union Square West
New York, NY 10003

Village at Little Falls, LLC
c/o Heather Mutterperl
Hudson Realty Capital LLC
5-9 Union Square West
New York, NY 10003

- b. For each person answering these questions on behalf of Respondent provide:

- i. Full name
- ii. Title
- iii. Business address; and
- iv. Business telephone number and email address.

Response:

Heather Mutterperl
Managing Director, Fund Asset Management
Hudson Realty Capital LLC
5-9 Union Square West
New York, NY 10003
hmutterperl@hudsoncap.com

- c. If Respondent wishes to designate an individual for all future correspondence concerning this Site, including any legal notices, please so indicate here by providing that individual's name, address, telephone number, and email address.

Response:

David B. Van Slyke, Esq.
Sigmund D. Schutz, Esq.
Preti Flaherty, LLP
One City Center
P.O. Box 9546
Portland, ME 04112-9546
207-791-3000
dvanslyke@preti.com
sschutz@preti.com

- d. Describe the nature of the Respondent's business at the Site during the period being investigated.

Response: The nature of the business of both HRC and Village at the Site during the period being investigated was real estate development. HRC and Village were special purpose entities created for the purpose of re-developing the Site for residential use. At the time of their ownership all industrial or manufacturing operations at the Site had long since been discontinued. Village and later HRC

both took administrative and planning steps toward re-development of the Site for residential use, conducted various investigations, applied for and received certain permits and other approvals, but they discontinued their efforts prior to any physical on-site redevelopment activities and subsequently sold the Site to a third-party.

2. Respondent's Legal and Financial Status:

- a. If the Respondent has ever done business under any other name,
 - i. List each such name
 - ii. List the dates during which such name was used by Respondent.

Response: Neither HRC nor Village have done business under any other name.

- b. If Respondent is a corporation, provide:
 - i. The date of the incorporation:

Response:

HRC-Village at Little Falls, LLC: 3/15/06
Village at Little Falls, LLC: 10/26/04

- ii. State of incorporation

Response:

HRC-Village at Little Falls, LLC: Maine
Village at Little Falls, LLC: Maine

- iii. Agent for service of process;

Response:

HRC-Village at Little Falls: CT Corporation, 1536 Main Street, Readfield, ME 04355

Village at Little Falls: CT Corporation, 1536 Main Street, Readfield, ME 04355

- iv. The names of current officers; and the names of current directors.

Response:

HRC-Village at Little Falls, LLC: Member-managed Maine Limited Liability Company; sole Member is HRC Fund III Pooling Domestic, LLC
Village at Little Falls, LLC: Member-managed Maine Limited Liability Company; sole Member is HRC-Village at Little Falls, LLC

- c. If Respondent is, or was a subsidiary of, otherwise owned or controlled by, or affiliated with another corporation or entity or if HRC-Village at Little Falls, LLC

and Village at Little Falls LLC were affiliated in any way, identify each entity, and describe each such relationship, including but not limited to:

- i. A general statement of the nature of the relationship;
- ii. The dates such relationship existed;
- iii. The percentage of ownership of Respondent that is held by such other entity; and
- iv. For each such affiliated entity provide the names and complete addresses of its parent, subsidiary, and otherwise affiliated entities.

Objection: Respondents object to the extent that the request is for information about affiliations or relationships as vague and ambiguous and is overly broad and unduly burdensome.

Response: Subject to and without waiving objection, Village and HRC are both special purpose entities formed to hold the certain real estate and to pursue redevelopment of that real estate. Village sold that real estate to HRC. HRC Fund III Pooling Domestic, LLC is the one-hundred percent (100%) owner of HRC-Village at Little Falls, LLC. HRC-Village at Little Falls, LLC is the (100%) owner of Village at Little Falls, LLC.

- d. If Respondent no longer exists as a legal entity because of dissolution provide:
 - i. A brief description of the nature and reason for dissolution;
 - ii. The date of dissolution;
 - iii. Documents memorializing or indicating the dissolution of the entity; and
 - iv. A statement of how and to whom the entity's assets were distributed.

Response: Both HRC and Village exist as legal entities in good standing in the State of Maine. However, neither entity owns any assets and no assets were distributed aside from the sale of the underlying real estate by HRC.

- e. If Respondent no longer exists as the same legal entity it was during the period being investigated because of transactions involving asset purchases or mergers, provide:
 - i. The titles and dates of the documents that embody the terms of such transactions (*i.e.*, purchase agreements, merger and dissolution agreements);
 - ii. The identities of the seller, buyer, and any other parties to such transactions; and
 - iii. A brief statement describing the nature of the asset purchases or mergers.

Response: HRC did not engage in any mergers during the period being investigated. HRC sold the property to Keddy Mill Enterprises, LLC on October 19, 2011. Village did not engage in any mergers during the period being investigated. Village sold the property to HRC on November

30, 2006. A copy of each purchase agreement is attached as Bates No. VIL_RESP00108-00125.

Other documents that may be responsive to this request include Bates No. VIL_RESP0084-00095, VIL_RESP00127, VIL_RESP00280, VIL_RESP00466, VIL_RESP05579-05598.

- f. If Respondent has filed for bankruptcy, provide:
 - i. The U.S. Bankruptcy Court in which the petition was filed;
 - ii. The docket numbers of such petition;
 - iii. The date the bankruptcy petition was filed;
 - iv. Whether the petition is under Chapter 7 (liquidation), Chapter 11 (reorganization), or other provision; and
 - v. A brief description of the current status of the petition.

Response: Neither HRC nor Village have filed for bankruptcy.

3. Ownership and Operations at the Site:

- a. Provide a detailed narrative description of Respondent's purpose for acquiring and then selling the Site.

Response: Village, a single purpose entity, acquired the property for the purposes of redevelopment as residential housing. HRC was formed as a single purpose entity for the purpose of taking title to real estate and moving forward with redevelopment. Village transferred the property to HRC after Hudson Realty Capital Fund III LP decided to invest in the project. For various reasons, HRC was unable to successfully redevelop the property and discontinued that effort. HRC sold the Site to another entity affiliated with a former member/manager of Village, Scott P. Lalumiere, for the purpose of continuing real estate development at the Site.

- b. Provide the date on which Respondent acquired each such property within or immediately surrounding the Site.

Response: HRC acquired the Property on November 30, 2006 and sold the property on October 19, 2011. Village acquired the Property on November 3, 2004 and sold the property on November 30, 2006.

- c. Identify the seller/grantor of each such acquired property.

Response: HRC – Village at Little Falls, LLC acquired the Property from Village at Little Falls, LLC. Village at Little Falls, LLC acquired the Property from Lumas, Inc.

- d. Did you acquire the parcels of the Site after the disposal or placement of the hazardous substances on, in, or at the Site? Describe all of the facts on which you base the answer to the preceding question.

Response: Both HRC and Village acquired the parcels of the Site after the disposal of the hazardous substances at the Site. Neither engaged in any manufacturing or industrial operations at the Site. Neither disposed of any hazardous substances at the Site. The documents provided with this response describe the history of the Site and show that industrial and manufacturing operations at the Site had been inactive for many years prior to the acquisition by Village and later HRC. See *e.g.*, documents provided in Response to Request 3.e., below.

- e. Describe all investigations of the Site you undertook prior to acquiring the Site and all of the facts on which you base the answer to the preceding question.

Response: The response to this question can be derived by documents produced by Respondents in response to this request, Bates No. VIL_RESP00129-00224 and VIL_RESP04967-05380.

The following investigations of the Site, among others, were performed prior to acquisition by Village: Report on Supplemental Site Investigation, 7 Depot Street, prepared by Jacques Whitford Company (March 9, 2004); and Phase I and II Environmental Site Assessment, 13 Depot Street, prepared by Jacques Whitford Company (June 17, 2004). See Bates No. VIL_RESP05106 and VIL_RESP05380.

The following investigations of the Site, among others, were performed prior to acquisition by HRC: Voluntary Response Action Plan for Village at Little Falls, LLC, prepared by Ransom Environmental Consultants (June 8, 2005) and Plan for Self-Implementing Cleanup of PCB Remediation Waste – Phase I, 7 Depot Street, prepared by Ransom Environmental Consultants (Nov. 21, 2005).

- f. Describe any interests in or encumbrances on each of Respondents properties within the Site that are held by others, including but not limited to leases, liens, easements, deed restrictions, and mortgages.
- g. Identify the owners of all such interests/encumbrances.
- h. Provide the identifying numbers or descriptions (*e.g.* book and page numbers) of the deeds and encumbrances for all such properties.

Response: In response to Request No. 3(f)-(h) and based on publicly available information at the Cumberland County, Maine Registry of Deeds, Respondents have identified the following interests or encumbrances.

Encumbrance (f)	Grantee/Benefitted Party (g)	Date	Book-Page (h)
Utility Easement	Central Maine Power Company	10/6/1944	1759-348
Utility Easement	Central Maine Power Company	10/10/1974	4096-280
Agreement	E.I. DuPont DeNemours Powder Company	7/25/1913	925-176
Deed Restriction	Windham Fibres, Inc.	7/25/1945	1787-353
Easement	Mallison Corporation	5/25/1955	2232-46
Easement	Scott Paper Company (S.D. Warren Division)	10/18/1974	3612-25
Easement	Scott Paper Company (S.D. Warren Division)	10/18/1974	3612-30
Contract Zoning Agreement	Town of Windham	1/1/2005	22712-102
Access Easement	South Windham Housing Corporation	10/25/2005	23312-294
Drainage Easement	South Windham Housing Corporation	10/25/2005	23312-298
Substation Easement	Central Maine Power Company		Shown on Plan 205-333
Municipal Tax Lien	Town of Windham	8/9/2011	28877-186
Municipal Tax Lien	Town of Windham	8/10/2012	28926-310
Municipal Tax Lien	Town of Windham	8/9/2013	30913-71
Sewer Lien	Town of Windham	11/14/2013	31174-248
Sewer Lien	Town of Windham	5/1/2014	31476-247
Municipal Tax Lien	Town of Windham	8/11/2014	31696-265

- i. Provide copies of all documents relating to past ownership, acquisition, and encumbrance of each of Respondent's properties within or immediately surrounding the Site, including but not limited to:
- i. Deeds;
 - ii. Leases;
 - iii. Easements; and
 - iv. Liens.

Objection: Respondents object to the extent that the request is for information relating to past ownership or acquisition as the request, vague and ambiguous, and is overly broad and unduly burdensome.

Response: Subject to and without waiving their objection, Respondents are providing documents responsive to this request as Bates No. VIL_RESP00226-00601. These documents include deeds, leases, easements, and liens recorded at the Cumberland County, Maine Registry of Deeds.

- j. Describe all activities undertaken at the Site by the Respondent during Respondent's ownership of the Site, including but not limited to:

- i. A brief narrative of the day-to-day operation of the Site;
- ii. A description of the Respondent's activities at the Site by date;

Objection: Respondents object to the extent the request calls for a description of "all activities," a "day-to-day" description or description "by date" as overly broad and unduly burdensome.

Response: Subject to and without waiving objection, Respondents did not operate the Site. Respondents took various steps toward redevelopment of the Site for residential use but that project was not completed. Many of those steps are described in documents provided with this response. Among other activities, Respondents obtained state and local approvals for development of the Site, prepared and submitted plans for potential environmental clean-up at the Site associated with that possible redevelopment, but the redevelopment become uneconomic and Respondents were unable to proceed with the project. Respondents took steps to secure the Site from vandalism, including boarding-up windows, sealing/locking doors and by erecting a fence.

- iii. A description of the generation, storage, placement, disposal or treatment of wastes at the Site by date;

Response: Respondents have not generated, stored, placed, disposed or treated wastes at the Site and only have second-hand knowledge of such activities based on environmental reports and investigations related to the Site. Those reports and investigations are provided in response to this request.

- iv. The identification of lessees, contractors, tenants, or others who carried out operations at the Site;

Objection: Respondents object to the extent that "carried out operations at the Site" is vague and ambiguous.

Response: Subject to and without waiving objection, neither Respondents nor any lessees, contractors, or tenants, or others (if any) have operated the Site. The manufacturing and industrial operations at the Site that

generated contamination at the Site had long since been discontinued by the time Respondents took ownership of the Site. A list of contractors who performed work related to the Site for Respondents is provided in response to Question No. 4 below.

- v. A description of the activities each lessee, contractor, tenant, or others took at the Site by date;

Objection: Respondents object to the extent that the requested description by date of is overly broad and unduly burdensome.

Response: Subject to and without waiving objection, a list of contractors who performed work at or related to the Site for Respondents is provided in response to Question No. 4 below, along with dates and general descriptions of the work performed. Additional information on activities by certain contractors can be found in documents provided in response to this Request.

- vi. A description of the collection of monies or other compensation for use of the Site by others;

Response: None.

- vii. A description of the construction and/or demolition of any surface or subsurface structures at the Site (including but not limited to the dates such activities took place); and

Response: Respondents' various real estate development plans called for (at various times) either partial or complete demolition of the existing mill building, but those plans never came to fruition and no demolition ever took place at the site.

- viii. A description of any other significant operations or activities at the Site.

Objection: Respondents object to the extent that the requested description "of any other significant operations or activities at the Site" is vague and ambiguous and is overly broad and unduly burdensome.

Response: Subject to and without waiving objection, Respondents did not engage in operations at the Site and Respondents' activities were related to real estate development and are more specifically described in documents provided with this response.

- k. Describe all leaks, spills or releases at or from the Site of materials that were or may have been hazardous, toxic, flammable, reactive, or corrosive, or may have contained hazardous substances, including, but not limited to:

- i. The date of each such occurrence;
- ii. The specific location on the Site of each such occurrence; and
- iii. The materials that were involved in each such occurrence in terms of the nature, composition, color, smell and physical state (solid or liquid) of such material.

Response: There have been no leaks, spills or releases at or from the Site of materials that were or may have been hazardous, toxic, flammable, reactive, or corrosive, or that may have contained hazardous substances during the period of ownership by Village and HRC. All manufacturing and industrial activity had ceased by the time Village and later HRC acquired the Site. The various reports provided with this response document the presence of contaminants leaked, spilled, or released prior to ownership of the Site by Village and HRC, as well as locations and available information on the materials that were involved.

- I. Describe and provide the dates of all activities undertaken by Respondent and others to:
 - i. Address all leaks, spills, or releases, of materials at or from the Site; and
 - ii. To prevent a threatened leak, spill, or release at or from the Site.

Response: Respondents undertook various steps to assess and address contaminants found at the Site, including investigation and assessment, and preparation of plans and submissions to regulators.

More detailed information concerning activities undertaken by Respondents is described in the documents produced by Respondents in response to this request, including Plan for Self-Implementing Cleanup of PCB Remediation Waste – Phase I, 7 Depot Street, prepared by Ransom Environmental Consultants (Nov. 21, 2005) and Voluntary Response Action Plan for Village at Little Falls, LLC, prepared by Ransom Environmental Consultants (June 8, 2005). See Bates No. VIL_RESP05517 and VIL_RESP00913.

Other documents that may be responsive to this request include Bates No VIL_RESP00719-00995

- m. Describe all fires, explosions, or similar occurrences at the Site, including but not limited to:
 - i. The dates of such occurrences;
 - ii. The specific locations on the Site of such occurrences;
 - iii. The nature of such occurrences; and
 - iv. The measures taken to respond to them.

Response: Respondents are not aware of any fires, explosions or similar occurrences at the Site except for one fire caused by vandalism on or

about November 17, 2009. This fire was extinguished by the Windham Fire Department. See Bates No. VIL_RESP00994

- n. Provide all information you have, or you have reason to believe exists, which indicates that disposal, treatment, storage, or recycling of wastes occurred at the Site during the period being investigated.

Response: Respondents have no personal knowledge of disposal, treatment, storage, or recycling (if any) of wastes occurred prior to the time Respondents owned the Site. Information on contaminants at the Site and historic operations at the Site is contained in documents produced by Respondents in response to Request 3.p.

- o. Provide all information you have, or you have reason to believe exists, that during the period being investigated:
- i. The wastes disposed, treated, stored, placed or recycled at the Site included hazardous substances; and
 - ii. Hazardous substances were released at the Site.

Response: Any information concerning hazardous substances at the Site can be found in documents produced by Respondents in response to this request, including at Bates No. VIL_RESP00996-00998 and in Response to Request 3.p.

- p. Identify all surveys, studies, or collections of data for which Respondent has submitted information to local, state, federal, or private entities concerning the Site.

Objection: Respondents object to the extent that the request calls for Respondents to identify “all surveys, studies or collections of data” as such Request is overly broad and unduly burdensome.

Response: Subject to and without waiving their objection, Respondents are producing responsive documents, including at Bates No. VIL_RESP00999-01645.

Respondents also are in possession of numerous oversized drawings and plan sheet relative to potential redevelopment option for the property. Such drawings and plan sheets are available for inspection at the offices of Preti Flaherty LLP, 60 State Street, Boston, Massachusetts and may be copied if desired.

- q. Provide a copy of the information submitted by Respondent for such survey or study, if not already provided to EPA.

Response: See Response to Request 3.p., above.

- r. Provide a copy of the resulting survey, study, or collection of data, if not already provided to EPA.

Response: See Response to Request 3.p., above.

4. Contractors or Site Managers:

- a. If not already provided in response to previous questions, identify all contractors, site managers, or other entities or individuals who performed any work at the Site.
- b. List the dates of each such entity's or person's work at the Site.

Response: In response to Requests No. 4(a)-(b), and to the best of our knowledge, information, and belief the following contractors performed work at or related to the Site during the period of time the Site was owned by Respondents:

Company	Name	Address	Phone	Year	Notes
Clean Harbors		17 Main Street South Portland, ME 04106		6/1/11	Hired by GEI Consultants removed oily debris
Environ	Ron Smalley			2007	Environmental Consultant
Environmental Projects, Inc.		664 Washington St N Auburn, ME 04210		2010	
Gawron Turgeon Architects		29 Blade Point Road Scarborough, ME 04074			
GEI Consultants, Inc.	Todd Coffin	5 Milk Street, Portland ME 04101	207-797- 8901	2011	Environmental Consultant
Greater Portland Home Maintenance	David Roma		207-939- 1520	Various	Miscellaneous projects related to boarding windows and doors and securing property
HRC- Former Project Manager	Stephen Etzel	30 Lisbon Street Lewiston, ME 04243	207-376- 3691	Various	Asset Manager
Jacques Whitford	Todd Coffin			2004	Environmental Consultant

Keith Doyon Construction LLC	Keith Doyon Construction LLC	19 Buxton Rd., Saco, ME 04072		2009-2010	Boarded up entrance in response to vandalism multiple times; installed a fence with a cable to prevent trespassers to enter with vehicles (7/6/10)
Maine Line Fence		Middle Road Yarmouth, Maine 04096		2011	Hired by GEI Consultants; Installed 2100 linear feet of fence on property
Northeast Civil Solutions	Lee Allen	153 US Route 1, Scarborough ME 04074		2005	Civil engineers for development planning, surveying
Oak Engineers-Civil Engineers and Land Surveyors	Paul D. DeStefano/ Paul F. Avery	400 Commercial Street, Suite 404, Portland, ME 04101	207-772-2004	2007	Civil engineers for development planning, surveying
Ransom Environmental	Todd Coffin			2005	Environmental Consultant
SMRT Architects		144 Fore Street Portland, ME 04104			

- c. Identify all documents produced by each such entity or person concerning the Site, including but not limited to all site analyses, surveys, and studies, if not already provided to EPA.

Response: Documents that may be responsive to this request include Bates No. VIL_RESP00630-00712, VIL_RESP00878-00946, and VIL_RESP01621-05569.

5. Information About Others:

- a. If you have information concerning the operation or ownership of the Site or the source, content or quantity of materials placed/disposed at the Site which is not included in the information you have already provided, provide all such information.

Response: The information within Respondents' possession concerning the source, content or quantity of materials placed/disposed at the Site is being provided herein.

- b. If not already included in your response, if you have reason to believe that there may be persons, including persons currently or formerly employed by

Respondent, who are able to provide a more detailed or complete response to any of these questions or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Response: The primary persons knowledgeable about the activities of Village and HRC were, at various times:

- Renee J. Lewis (former employee), VAR Capital Advisors, 100 Commercial St., Portland ME 04101, Tel: 207:772-7219;
- Stephen Etzel (former employee), VP - Managed Assets, Androscoggin Bank, 30 Lisbons Street, Lewiston, ME 04243; and
- Scott P. Lalumiere (unrelated person), address unknown, but understood to be working and residing in Portland, Maine area.


- c. If not already provided, identify all persons, including Respondent's current and former employees, who have knowledge or information about the generation, use, purchase, treatment, storage, disposal, placement or other handling of materials at, or transportation of materials to, the Site.

Response: HRC and Village acquired the Site after industrial and manufacturing activity had ceased at the Site and have no current or former employees knowledgeable about generation, use, purchase, treatment, storage, disposal, placement or other handling of materials at, or transportation of materials to, the Site, except to the extent any employee might have second-hand knowledge as a result of environmental assessment and similar reports referencing historic activities prepared by third parties. The contractors who may have obtained knowledge about historic activities at the Site are listed in response to Question No. 4(c), above.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Village at Little Falls, LLC and HRC-Village at Little Falls, LLC and that the foregoing is complete, true, and correct to the best of my knowledge, information and belief following diligent inquiry.

Executed on December 2, 2014


Heather Mutterperl
Managing Director, Fund Asset
Management

David B. Van Slyke
dvalslyke@preti.com
Direct Dial: 207.791.3221

December 3, 2014

VIA FEDEX

Susan Scott
Senior Enforcement Counsel
USEPA REGION 1 – New England
5 Post Office Square
Mail Code: OES
Boston, MA 02109-3912

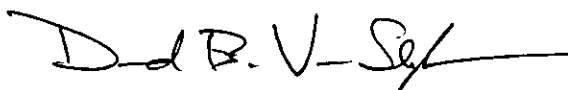
RE: Keddy Mill Site – CERCLA 104(e) Information Request

Dear Susan:

Following-up on our discussion of earlier this week, I have enclosed the original Declaration signed by Heather Mutterperl to supplement the scanned copy provided with the Response of HRC Village at Little Falls, LLC and Village at Little Falls, LLC to the Agency's Request for Information. As you know, that response was sent to Donna Murray by FedEx for receipt on December 3, 2014.

Please contact me if you have any questions.

Very truly yours,



David B. Van Slyke

DVS:jac
Enclosures



TICOR TITLE INSURANCE

Policy Number 74106- 118693

Policy of Title Insurance

American Land
Title Association
Owner's Policy
(10-17-92)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

TICOR TITLE INSURANCE COMPANY

By:

President

ATTEST

Secretary

Authorized Signatory



VIL RESP00001

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Conditions and Stipulations

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, or in Schedule C if not provided for in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in the applicable Schedule, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Company shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever

FILE REF: P00002

requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

VIL_RESP00003

TICOR TITLE INSURANCE

Policy Number 74106- 118693

Policy of Title Insurance

American Land
Title Association
Owner's Policy
(10-17-92)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

TICOR TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary


Authorized Signatory

VIL_RESP00004



**OWNER'S POLICY
SCHEDULE A**

Owner s	AMOUNT OF INSURANCE	PREMIUM	DATE OF POLICY	OFFICE FILE NUMBER	POLICY NUMBER
	\$190,000.00	\$570.00	April 7, 2006 at 12:36:24 PM		74106-118693
Loan	AMOUNT OF INSURANCE	PREMIUM	DATE OF POLICY	18340-2	POLICY NUMBER

NOTE: A loan policy on the encumbrance described in this Schedule has been issued naming as the insured:

1. Name of Insured:

HRC-Village at Little Falls, LLC by virtue of a Deed dated April 5, 2006, and recorded with Cumberland Registry of Deeds in Book 23835, Page 21.

2. The estate or interest in the land herein and which is covered by this policy is Fee Simple.

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

NONE

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy and described in Deed to Insured is situated in the County of
Cumberland, State of Maine, and is identified as follows:

13 Depot Street
Windham, Maine

See Exhibit A attached

This policy valid only if Schedule B and Face Page are attached. OWNERS POLICY Form 2205-12 (PA 10)

VIL_RESP00005

**LOAN/OWNER'S POLICY
SCHEDULE B
PART I**

Policy Number 74106-118693
Owners

File Number 18340-2

Policy Number _____
Loan

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties other than Insured or Mortgagor in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Unfiled mechanics' or materialmen's liens.
4. The mortgage, if any, referred to in Item 4 of Schedule A. (This exception does NOT apply to Loan Policies)
5. Real Estate Taxes and Assessments (including Liens not yet due and payable) as follows:

Liens for real estate taxes assessed as of April 1, 2006 and for subsequent years, plus unpaid water and sewer charges, if any.

6. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of Depot Street.
7. This policy does not insure the accuracy of any statements of area or acreage appearing in the insured description.
8. Any condition, covenant, easement, fact, reservation, restriction or right set forth in the attached EXHIBIT A and not otherwise expressly excepted herein.
9. Subject to the terms of an easement from L. C. Andrew to Central Maine Power Company and New England Telephone and Telegraph Company dated October 16, 1974 and recorded in the Cumberland County Registry of Deeds in Book 4096, Page 281.
10. Contract Zoning Agreement among the Town of Windham, Village at Little Falls, LLC and South Windham Housing Corporation dated June 1, 2005 and recorded in the Cumberland County Registry of Deeds in Book 22712, Page 102.
11. Unrecorded Consent Order between the Town of Windham, Plaintiff, and Joseph Kittrell, Defendant, dated January 25, 2006. NOTE: We are advised by the Town that as of April 7, 2006, the Defendant has complied with removal and has made full payment of the penalty, and has otherwise complied with the Consent Order as of that date.

Exceptions numbered _____ are hereby deleted from the Loan Policy.

(NO EXCEPTIONS are deleted from the Owner's Policy unless an endorsement is attached authorizing specific deletions.)

Affirmative insurance language, if any, in Schedule B does NOT apply to the Owner's Policy unless so specified.

Countersigned


JENSEN BAIRD GARDNER & HENRY - No. ME2190
AUTHORIZED OFFICER OR AGENT

NOTE: Unless Schedule B Part II is attached to the Loan Policy there are no subordinate matters that affect title to the estate or interest referred to in Schedule A.

Page 1 of Schedule B.
Schedule B of this Policy consists of 1 pages

Form 2206

LOAN/OWNER'S POLICY

VIL_RESP00006

EXHIBIT 16

TECHNICAL CAPACITY

Please refer to Exhibit 15 of the Subdivision Application for information regarding the applicant's technical capacity.

SECTION 3

FINANCIAL CAPACITY

A. Estimated Costs

1. Removal of Existing Mill Facility - \$1.2 million
 2. Site Development
Road construction including clearing, installation of utilities, drainage, erosion control measures and paving – \$2.5 million
 3. Building Construction – \$6.0 million
 4. Professional Fees
 - a. Survey, Architectural and Engineering - \$350,000
 - b. Permit Application Fees - \$9,000
- Total Cost – \$10 million

B. Financing

The Village at Little Falls Project will be self-financed. Hudson Realty Capital Fund III LP is the owner of HRC – Village at Little Falls, LLC. Attached as Exhibit 1, please find the unaudited Balance Sheet and Profit & Loss Sheet for the Hudson Realty Capital Fund III LP for the 2006-year. Attached as Exhibit 2, please find a certificate of good standing for HRC – Village at Little Falls.

Section 3: Exhibit 1
Statement of Financial Capacity

VIL_RESP00010

11:38 AM

3/08/07

crual Basis

Hudson Realty Capital Fund III LP
Balance Sheet
 As of December 31, 2006

Dec 31, 06

ASSETS**Current Assets****Checking/Savings****B of A Master Checking**

00001-Due Diligence Retainer	299,523.27
00003-Tradition (Tradition Reserves)	197,766.42
00004-Van Buren (Van Buren Reserves)	651,121.65
00005-Mustang	1,173,529.42
00006-214 Bennett Ave.	116.48
00007-Lionheart Ossining	17,583.89
00008-4770 Biscayne	331,812.92
00009-St. Croix	53,710.39
00010-Mill Basin	0.29
00011-Tamach Miami Airport	883,463.12
00012-Ranor	0.59
00013-Ranor-WM Realty Mgt, LLC	1.90
00014-Hamptons	1,184,165.47
00015-Tuscano	46,667.64
00016-Berkshires at Marina Mile	417,379.89
00017-West 45th Street	272,974.00
00018-Borden Avenue	594,914.61
00019-Bedford Springs	1,796,873.59
00020-Valley Square	1,358.89
00021-Shell Road	383,749.15
00022-Patriot Commons	889,379.86
999000-Main	809,751.42

Total B of A Master Checking 9,985,844.66

Signature Checking 1,284,001.14

Signature Money Market 1,554,336.64

Total Checking/Savings 12,824,182.44

Other Current Assets**Deposit on Investments**

3RD Avenue-Brooklyn 640,000.00

Total Deposit on Investments 640,000.00

Due From Affiliates

Due From HOF-West Monroe	13.50
Due From HRCF-ARI Mtg Acq. LLC	562.00
Due from HRCF-Borden	309.00
Due from HRCF-Lexington LLC	7,686.69
Due from Hudson-Sarasota	200.00

Total Due From Affiliates 8,771.19

Due From Daniel Kohs 17,500.00

Due from Questor 1,625.00

Due From Richard D Siegal 500,000.00

Interest Receivable 393,386.09

Investments**Debt Service**

4770 Biscayne	3,000,000.00
AON	2,149,793.96
Bedford Springs	4,200,000.00
Berkshire	1,785,000.00
Borden Ave.	1,555,098.91
Hamptons	2,175,000.00
Lionheart Ossining	2,000,000.00
Mustang Island	1,370,000.00
Patriot Commons	3,000,000.00
Pioneer	405,325.70
Shell Road	3,133,808.84
Tamach Miami Airport Center	5,000,000.00
Tradition	1,247,819.89
Tuscano	2,786,385.00
Van Buren	735,857.05

VIL_RESP00011

Page 1

11:38 AM

03/08/07

Serial Basis

Hudson Realty Capital Fund III LP
Balance Sheet
As of December 31, 2006

	Dec 31, 06
W.T. CHARLOTTE DELAWARE, L.P.	1,836,027.71
West 45th Street	2,340,000.00
Total Debt Service	38,720,117.06
Equity	
16th & K Owners LLC (St. Regis)	1,732,500.00
APC Partners III, LLC	125,010.35
Braker Service Center	2,278,500.35
Bristol	7,125,000.00
Gowanus Industrial Park	1,999,900.00
HRC-Village at Little Falls	788,552.08
HRCF-Austin (Capitol Tower)	5,000,331.66
HRCF-Avon LLC	4,564,466.71
HRCF-Biltmore Chandler Partners	1,912,701.71
HRCF-Biltmore Power Road LLC	1,170,108.49
HRCF-Borden Avenue LLC (LIC)	2,707,162.67
HRCF-Bressi Investors LLC	4,461,217.52
HRCF-D.C. Ranch Investors LLC	6,854,814.00
HRCF-Lexington LLC	3,660,000.00
HRCF-Rio Salado III LLC	1,106,524.00
HRCF-Sky Vista (Reno)	7,641,008.67
HRCF-Sunset Park LLC	9,648,686.00
HRCF Biltmore Alma School LLC	2,035,873.72
Hudson Sarasota LLC	7,801,670.04
LNR Southampton-Atlas Resorts	300,000.00
Meridian-HRCF Sunplex LLC	1,647,755.39
PIMA	5,364,589.44
Square Mile Partners LP	750,000.00
Tinley Park	2,576,959.00
Total Equity	83,273,331.80
Total Investments	121,993,448.86
Total Other Current Assets	123,554,731.14
Total Current Assets	136,378,913.58
TOTAL ASSETS	136,378,913.58
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Expenses	174,000.00
Accrued Interest Payable MW	1,583.33
Bank Errors	-939.03
Catch-Up Interest frm Investors	11,278.36
Due Diligence Retainer	
Debt Transactions	98,783.98
Total Due Diligence Retainer	98,783.98
Due to 27th & University LLC	576,365.71
Due to HOF-HRCF Southern Invest	1,510.00
Due to HRC LLC	9,579.17
Due to HRCF-DBZ Mich Acq. LLC	-6,894.95
Escrow Reserves	
4770 Biscayne	
Closing Fees	5,429.63
Interest	279,583.35
Interest payable on bank acct	1,545.43
Mortgage Recording Tax	27,500.00
Servicing Fee	6,354.15
Total 4770 Biscayne	320,412.56

11:38 AM

12/08/07

crual Basis

Hudson Realty Capital Fund III LP
Balance Sheet
 As of December 31, 2006

	Dec 31, 06
Bedford	
Insurance	25,065.00
Interest	1,792,000.00
Total Bedford	1,817,065.00
Berkshire	
Closing Costs	10,130.00
Interest	391,999.99
Servicing Fee	8,166.67
Total Berkshire	410,296.66
Borden Ave	
Closing Costs	350.00
Insurance	2,226.06
Interest	559,081.41
Real Estate Tax	21,623.12
Servicing fee	5,810.23
Total Borden Ave	589,090.82
Hamptons	
Closing Costs	71.46
Construction Holdback	647,249.99
Insurance	45,802.90
Interest	439,833.35
Real Estate Taxes	3,069.74
Servicing Fee	9,163.20
Total Hamptons	1,145,190.64
Lionheart Ossining	
Environmental Remediation Rsv.	7,953.47
Interest	1,916.64
Real Estate Taxes	4,247.30
Servicing Fee	20.80
Total Lionheart Ossining	14,138.21
Mill Basin	
Interest	2,550.00
Total Mill Basin	2,550.00
Mustang Island	
Closing Costs	8,066.67
Insurance	489,637.52
Interest	287,699.97
Interest payable on bank acct	55,921.87
Real Estate Tax	319,484.59
Servicing Fee	5,993.69
Total Mustang Island	1,166,804.11
Patriot Commons	
Closing Costs	2,627.50
Environmental Reserve	200,000.00
Interest	661,833.33
Servicing Fee	22,208.33
Total Patriot Commons	886,669.16
Shell Road	
Insurance Reserve	11,574.20
Interest	358,537.28
Real Estate Taxes	5,060.00
Retainage	5,882.87
Servicing Fee	7,170.75
Total Shell Road	388,225.10
St. Croix	
Servicing Fee	968.75
Total St. Croix	968.75

11:38 AM

03/08/07

Accrual Basis

Hudson Realty Capital Fund III LP
Balance Sheet
As of December 31, 2006

	Dec 31, 06
Tamach Miami Airport Center	
Closing Costs	6,482.50
Interest	818,416.67
Servicing Fee	17,791.64
Total Tamach Miami Airport Center	842,690.81
Tradition	
Closing Costs	3,237.50
Interest	157,442.24
Interest payable on bank acct	34,237.89
Mortgage Tax	73,700.00
Servicing Fee	3,422.66
Total Tradition	272,040.29
Valley Square	
Payoff Costs	1,350.00
Total Valley Square	1,350.00
Van Buren	
Insurance	558.00
Interest	555,354.68
Real Estate Tax	80,920.71
Servicing Fee	7,041.32
Total Van Buren	643,874.61
West 45th Street	
Construction Hold Back Reserve	158,316.88
Interest Reserve	109,127.77
Servicing Fee	3,827.78
Total West 45th Street	271,272.43
Total Escrow Reserves	8,772,639.15
Exchange & Transfers	0.01
MW Credit Facility	1,000,000.00
Total Other Current Liabilities	10,637,905.73
Total Current Liabilities	10,637,905.73
Total Liabilities	10,637,905.73
Equity	
Member Distributions	
Alan D. Yorkin TTE of the Yorki	-19,885.63
Alexandra Trust	-7,939.07
Allan J. Baum	-15,878.19
Andrew Epstein	-23,971.65
Andrew Loo	-23,817.26
Andrew M Levine	-1,119.71
Anne B. Weil	-6,351.28
Arthur Mahler	-11,932.97
Barry & Stephanie Kissler	-15,878.19
BBR Real Estate (I), L.P.	-159,085.06
Beatrice Trust of 1989	-15,878.19
Benjamin Waldman	-19,885.63
Blair & Lisa Brown Trust	-3,969.55
Bonnie Sobo-Novick	-4,089.89
Bruce Mactas	-20,449.40
Bruce Meisel	-50,177.47
C.F.I. F. c/o Steve Cowen	-19,847.71
Charlotte Bloomenthal	-39,771.26
Chris Hauswirth Roth IRA	-3,977.13
Christine Bennett	-15,802.36
Christopher Trust of 1998	-7,939.07
Cirbord Trust of 1970	-15,878.19
Corrine E. O'Kelly	-19,885.63
CSFB Strategic Partners , (AIV)	-357,941.39

VIL_RESP00014

11:38 AM

12/03/07

Accrual Basis

Hudson Realty Capital Fund III LP

Balance Sheet

As of December 31, 2006

	Dec 31, 06
CSFB Strategic Partners III RE	-1,630,621.89
D.B. Zwirn & Co., LP	-1,190,863.02
Daniel Kohs	-13,919.95
David Loo	-40,560.55
Edward Goldenberg	-8,179.76
EMM Realty Corp	-23,953.51
Eric Ginsburg	-11,903.62
Eugene Schenkman	-19,847.71
F Fisher Family LLC	-19,976.38
FISERV ISS & CO FBO Edward Krin	-15,878.19
Florence De Lavalette	-75,489.58
Frank Sullivan	-39,898.31
Garfield Partners	-15,870.61
Gary Kleinman	-3,977.13
George & Sherry Finegold	-19,847.72
HRC-Principal Investors	-297,715.75
IMMM Corp.	-7,939.07
Jeffrey Weill	-11,923.80
Jill Block	-7,939.07
John C. Colligan	-39,952.75
John C. Graham & Ginger Lu Grah	-39,771.26
Judith H. Swift Revocable Trus	-19,885.63
Karen Bendit & Charles Bendit	-39,771.27
KGF Investments LLC	-79,390.87
KH Family Limited Partnership	-7,939.07
Lapin Children	-19,847.71
Laurent-Alexis Trust	-11,161.48
Lawrence M. Levine	-1,119.71
Leslie Srager	-3,969.55
Lloyd Bennett & Randi Bennett	-9,988.18
Maldstone Investment Co	-79,390.87
Mandel Partners	-5,965.69
Marc Shapiro	-7,939.07
Metropolitan Real Estate III A	-83,978.47
Metropolitan Real Estate III B	-83,978.47
Millbrook Investors L.P.	-31,880.86
MREEM	-1,025,181.03
MTL Trust of 1995	-15,878.19
MUUS Independence Fund LP	-238,172.59
Nicolas Trust	-7,939.07
ODD Investments LP	-740,152.15
OLP	-397,712.67
Pak Fabric Sales Co.	-84,003.85
Philip & Geraldine Mosser-Cohen	-32,140.10
Philip Behr	-31,756.35
R&R Investment Partners, LLC	-23,971.65
Randolph & Co c/o James Randolp	-3,969.55
Redo 1988 Family Trust	-7,556.54
Renee Lewis	-3,977.13
RFI, LP (David Rousso)	-23,862.76
Richard D. Siegal	-158,781.74
Richard Ortiz	-16,359.54
Robert & Cynthia Weston Qualif	-8,179.76
Robert C. Hinckley	-19,885.63
Robert C. Kautz	-15,896.34
Robert Insolia	-3,977.13
Rupert Perry TTEE The Perry Fam	-19,885.63
RW Hudson LLC	-8,179.76
Sandra & Gerald Kissler	-19,846.48
Sasha Trust of 1989	-7,954.24
Scott Pearson & Diana Farrell	-33,805.59
Scott Pearson for Bobbie Pears	-2,266.17
Sheila Robbins	-15,878.19
Sidney Lazard	-119,086.31
Siggi B. Wilzig Non-Exempt Mari	-278,095.54
Sparta Management	-11,908.62
SS&T Holding Co. LLC	-158,781.74

VIL_RESP00015

11:33 AM

03/08/07

Accrual Basis

Hudson Realty Capital Fund III LP

Balance Sheet

As of December 31, 2006

	Dec 31, 06
Stan Perelman	-39,695.44
Susan or Martin, Levine	-29,839.38
Susquehanna	-656,225.89
The Brown Children's Trust	-19,847.72
The Cleric Trust of 1970	-31,820.22
The Eugene DuBose Hill III & Jo	-19,885.63
The Gary K. Judis Trust DTD	-19,885.63
The Gregory C. Gretsich Trust	-39,952.75
The Hamshire Generational Fund	-519,276.61
The Oliver Trust	-11,908.62
The Philippe Trust	-7,939.07
Todd R. Snyder	-15,878.19
Valerie Loo	-41,860.71
Wallace Family Trust	-27,839.89
Wetherby Asset Mgt FBO Allan Ja (Pension & Profit Sharing Plan)	-3,977.13
Wetherby Asset Mgt FBO Debra L (Pension & profit Sharing Plan)	-3,977.13
White Chapel Associates, LP	-39,771.26
William G. Kantar	-15,878.19
Total Member Distributions	-9,954,094.91
Member Participations	
Alan D Yorkin TTEE of Yorkin Tr	250,000.00
Allan J. Baum	200,000.00
Andrew Epstein	300,000.00
Andrew M. Levine	100,000.00
Andrew Samuel Loo	300,000.00
Anne B. Weil	80,000.00
Arthur Mahler	150,000.00
Barry and Stephanie Kissler	200,000.00
BBR Real Estate (I), L.P.	2,000,000.00
Benjamin Waldman	250,000.00
Blair & Lisa Brown Trust	50,000.00
Bonnie Sobo-Novick	50,000.00
Bruce Mactas	250,000.00
Bruce Meisel	625,000.00
C.F.I.F.	250,000.00
Charles Bendit & karyn K.Bendit	500,000.00
Charlotte Bloomenthal	500,000.00
Chris Hauswirth Roth IRA	50,000.00
Christine Bennett	200,000.00
Corinne E. O'Kelly	250,000.00
CSFB Strategic Partners , (AIV)	4,500,000.00
CSFB Strategic Partners III RE	20,500,000.00
D.B. Zwiirn & Co., L.P.	15,000,000.00
Daniel Kohs	175,000.00
David Loo	500,000.00
Edward Goldenberg	100,000.00
EMM Realty Corp	300,000.00
Eric Ginsburg	150,000.00
Eugene Schenkman	250,000.00
F Fisher Family LLC	250,000.00
FISERV ISS & CO FBO Ed Krinzman	200,000.00
Florence L. De Lavalette	950,000.00
Frank L Sullivan Jr.	500,000.00
Garfield Partners	200,000.00
Gary Kleinman	50,000.00
George Finegold	250,000.00
HRC-Principal Investors LLC	3,750,000.00
Hudson Realty Capital LLC	250,000.00
IMMM Corp.	100,000.00
James Randolph	50,000.00
Jeffrey Weill	150,000.00
Jill D. Block	100,000.00
John C. Colligan	500,000.00
John C. Graham & Ginger Lu Grah	500,000.00
Judith H Swift Revocable Trust	250,000.00
KGF Investments LLC	1,000,000.00

11:38 AM

03/08/07

Accrual Basis

Hudson Realty Capital Fund III LP
Balance Sheet
 As of December 31, 2006

	Dec 31, 06
KH Family Limited Partnership L	100,000.00
Lapin Children LLC	250,000.00
Lawrence M. Levine	100,000.00
Leslie Srager	50,000.00
LLoyd Bennett and Rani Bennett	125,000.00
Maidstone Investment Company, L	1,000,000.00
Mandel Partners	75,000.00
Marc Shapiro	100,000.00
Metropolitan Real Estate III -A	7,500,000.00
Metropolitan Real Estate III -B	7,500,000.00
Millbrook Investors	300,000.00
MUUS Independence Fund	3,000,000.00
ODD Investment LP	9,320,000.00
Oppenheimer	5,000,000.00
PAK Fabric Sales Co., Inc.	680,000.00
Philip A. Cohen and Geraldine A	400,000.00
Philip Behr	400,000.00
R&R Investment Partners LLC	300,000.00
Redo 1988 Family Trust	95,000.00
Renee Lewis	50,000.00
RFI, LP (David Rousso)	300,000.00
Richard Ortiz	200,000.00
Richard Siegal	2,000,000.00
Robert & Cynthia Weston Trust	100,000.00
Robert C. Hicnckley	250,000.00
Robert C. Kautz	200,000.00
Robert Insolia	50,000.00
Rupert Perry TTEE The Perry Fam	250,000.00
RW Hudson LLC	100,000.00
Sasha Trust of 1989	100,000.00
Scott Pearson and Diana Farrell	425,000.00
Scott Pearson for Bobbie Pears	25,000.00
Sheila Robbins	200,000.00
Sidney Lazard	1,500,000.00
SIG Strategic Parners LLP	8,250,000.00
Siggi B. Wilzig Non-Exempt Mari	3,500,000.00
Sparta Lending	150,000.00
SS&T Holding Co. LLC	2,000,000.00
Stan Pearlman	500,000.00
Susan or Martin, Levine	200,000.00
The Alexandra Trust	100,000.00
The Beatrix Trust of 1989	200,000.00
The Brown Children's Trust	250,000.00
The Christopher Trust	100,000.00
The Cleric Trust of 1970	400,000.00
The Cribord Trust of 1970	200,000.00
The Eugene DuBose Hill III & Jo	250,000.00
The Gary K Judis Trust DTD	250,000.00
The Gregory C. Gretsck Trust	500,000.00
The Hampshire Generational Fund	6,500,000.00
The Laurent-Alexis Trust	100,000.00
The MTL Trust 1996	200,000.00
The Nicolas Trust	100,000.00
The Oliver Trust	150,000.00
The Philippe Trust	100,000.00
Todd Snyder	200,000.00
Valerie Loo	525,000.00
Wallace Family Trust	350,000.00
Wetherby Asset Mgt FBO Allan Ja (Pension & Profit Sharing Plan)	50,000.00
Wetherby Asset Mgt FBO Debra L (Pension & Profit Sharing Plan)	50,000.00
White Chapel Associates, LP	500,000.00
William G. Kantar	200,000.00
Total Member Participations	125,000,000.00

VIL_RES00017

11:38 AM

11/08/07

Hudson Realty Capital Fund III LP
Balance Sheet
As of December 31, 2006

Accrual Basis

	Dec 31, 06
Retained Earnings	4,247,731.77
Net Income	6,447,370.99
Total Equity	125,741,007.85
TOTAL LIABILITIES & EQUITY	136,378,913.58

11:39 AM
03/08/07
crual Basis

Hudson Realty Capital Fund III LP
Profit & Loss
January through December 2006

	Jan - Dec 06
Ordinary Income/Expense	
Income	
Exit Fee/Supplemental Payment	13,770.00
Extension Fees	202,832.57
Fund III Due Diligence Income	2,000.00
HOF-Southern Investors Income	5,911,654.84
Interest Earned On Bank Account	
00003-Tradition	0.00
00004-Van Buren	7,578.16
00006-214 Bennett	743.29
00007-Lionheart Ossining	1,981.57
00008-4770 Biscayne Boulevard	11,362.69
00009-St. Croix	10,145.35
00010-Mill Basin	4,464.83
00011 Tamach Miami Airport Ctr	21,546.43
00012 FBO Ranor Acq	869.91
00013-WM Ranor-WM Realty Mgt	2,025.96
00014-Hamptons	38,990.13
00016- Berkshire	7,083.23
00017-West 45th St	2,802.96
00018-Borden Avenue	5,823.79
00019-Bedford Springs	14,808.59
00020- Valley Square	540.47
00021-Shell Road	1,406.92
00022-Patriot Commons	2,710.70
Signature Money Market	170,583.36
Tuscano	738.13
Total Interest Earned On Bank Account	306,206.47
Interest on Debt-Investments	
214 Bennett Ave	46,605.21
4770 Biscayne	346,305.46
Bedford Springs	210,700.01
Berkshire	178,568.04
Borden Ave	204,993.13
Brickman AON LLC	142,163.50
Hamptons	205,900.00
Lionheart-Ossining	176,194.48
Mill Basin	81,251.01
Mustang Island	166,683.36
Patriot Commons	50,416.67
Pioneer	21,514.07
Ranor-WM Realty Mgt LLC	167,651.54
Savoy	116,478.14
Shell Road	80,262.70
St Croix	120,783.40
Tamach Miami Airport	573,888.91
Tradition	152,852.92
Tuscano	395,591.78
Valley Square	44,069.32
Van Buren	66,709.45
W.T. CHARLOTTE DELAWARE, L.P.	161,455.87
West 45th Street	111,583.34
Total Interest on Debt-Investments	3,802,622.31
Investment Income-Equity	
Bristol	13,458.89
Gowanus Industrial Park	259,986.97
HRCF-Sky Vista (Reno).	50,000.00
Lexington	41,111.11
Meridian HRCF Sunplex	32,955.10
Total Investment Income-Equity	397,512.07

11:39 AM

03/08/07

Annual Basis

Hudson Realty Capital Fund III LP
Profit & Loss
 January through December 2006

	Jan - Dec 06
Loan Late Charges	530.30
Miscellaneous Income	234.55
Origination Fees	961,902.70
Trading Profit	-616,714.13
Total Income	10,982,551.68
Expense	
1099-INT Interest	11,507.37
Advertising	
Publications	128,829.01
Website	11,545.00
Advertising - Other	7,000.00
Total Advertising	147,374.01
Asset Management Fee	2,432,361.46
Broker's Fee	15,000.00
Business Liability Insurance	9,579.17
Computer Expense	13,359.70
Due Diligence Expense	
Dead Deals	27,421.12
Debt Service	28,843.64
Equity Transactions	13,863.81
Fund III General	19,550.86
Due Diligence Expense - Other	1,691.95
Total Due Diligence Expense	91,371.18
Entertainment	882.40
Filing Fees	8,239.57
Interest on Notes Payable	
DellaCamera	
Berkshire	0.00
Ranor	0.00
Tuscano	0.00
Total DellaCamera	0.00
Hudson Street Enterprises, Inc.	
West 45th Street	0.00
Total Hudson Street Enterprises, Inc.	0.00
MDW Funding LLC	
Borden Ave	0.00
Total MDW Funding LLC	0.00
Total Interest on Notes Payable	0.00
Legal Fees	
Dead Deals (Debt & Equity)	43,039.07
Debt Deals	
Berkshire	985.79
Hamptons	15,809.91
Lionheart Ossining	3,702.18
Mill Basin	0.00
Ranor	806.86
Shell Road	1,288.49
St. Croix	1,811.18
Tradition	1,746.00
Van Buren	805.63
Total Debt Deals	26,956.04
Fund III Legal Fees	51,254.00
Legal Fees - Other	406,132.41
Total Legal Fees	527,381.52

VIL_RESP000020

11:39 AM

03/08/07

crual Basis

Hudson Realty Capital Fund III LP
Profit & Loss
 January through December 2006

	Jan - Dec 06
Line of Credit	
Interest	846,511.99
Points	41,250.00
Total Line of Credit	887,861.99
Marketing	
Conferences	7,500.00
Meals	15,077.90
Marketing - Other	163.72
Total Marketing	22,741.62
Miscellaneous	
Gifts	146.92
Miscellaneous - Other	286.56
Total Miscellaneous	433.48
Office Supplies	870.09
Parking & Tolls	2,062.90
Postage & Delivery	4,368.72
Professional Fees	
Accounting	294,109.00
Professional Fees - Other	8,982.65
Total Professional Fees	303,091.65
Reimbursable Expenses	
214 Bennett Ave	1,644.60
Total Reimbursable Expenses	1,644.60
Taxes	
State	1,800.00
Total Taxes	1,800.00
Telephone	1,109.12
Transportation Expense	8,191.35
Travel & Lodging	46,477.41
Total Expense	4,537,709.31
Net Ordinary Income	6,444,842.37
Other Income/Expense	
Other Income	
Reimbursed Expenses	2,528.62
Total Other Income	2,528.62
Net Other Income	2,528.62
Net Income	6,447,370.99

Section 3: Exhibit 2
Certificate of Good Standing

**MAINE**

Department of the Secretary of State

Bureau of Corporations, Elections and Commissions

Corporate Name Search**Information Summary**Subscriber activity report

This record contains information from the CEC database and is accurate as of: Tue Feb 13 2007 10:21:14. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
HRC-VILLAGE AT LITTLE FALLS, LLC	20062784DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
03/15/2006	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

FRANK K.N. CHOWDRY
P.O. BOX 4510
PORTLAND, ME 04112

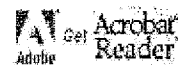
Obtain a Certified Copy of this record for an additional \$5.00 fee

[Back to previous screen](#)[New Search](#)

Click on a link to obtain additional information.

[List of Filings](#)[View list of filings](#)**Obtain additional information:**[Additional Addresses](#)[Plain Copy](#)[Certified copy](#)[Certificate of Existence \(more info\)](#)[Short Form without
amendments
\(\\$30.00\)](#)[Long Form with
amendments
\(\\$30.00\)](#)**VIL_RESP00023**

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.
If you encounter problems, visit the [troubleshooting page](#).



If you encounter technical difficulties while using these services, please contact the [Webmaster](#). If you are unable to find the information you need through the resources provided on this web site, please contact the Bureau's Reporting and Information Section at 207-624-7752 or [e-mail](#) or visit our [Feedback](#) page.

© Department of the Secretary of State

VIL_RESP00024

1050 / 1587 (3) / 354 (343)

354

WITNESSETH

F.D.G.

In consideration of the sum of One Dollar and other valuable consideration paid by said WINDHAM FIBRES, INC., the receipt whereof is hereby acknowledged, the said Cumberland Securities Corporation does hereby give, grant, bargain, sell and convey unto the said WINDHAM FIBRES, INC., its successors and assigns forever, a certain lot or parcel of land with buildings thereon, located in the Town of Windham, at Little Falls, so called, said County and State, more particularly bounded and described as follows:

Beginning in said town of Windham at a point on the easterly side of the Old Gray Road, so called, being the main street in the Village of South Windham, four and one-half ($4\frac{1}{2}$) feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running south $83^{\circ} 53'$ east to the southwesterly corner of land, formerly of William Bickford and now of this Grantor, at an iron pipe set in the ground; thence northerly three and one-half ($3\frac{1}{2}$) rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one-half ($89\frac{1}{2}$) feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof at an iron pin set in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south $18^{\circ} 30'$ east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence south $44^{\circ} 25'$ east by said Hart heirs' land seventy-two (72) feet to an iron pin; thence north $72^{\circ} 51'$ east and on line of a fence eight (8) rods ten (10) links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet, more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence north $77^{\circ} 23'$ west parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly foundation wall of the Main Building, so called, at the easterly side of the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House inter-

VIL RESP00025

sects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning.

Together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so called, as said balcony is now constructed and located, project over the land of the Grantor; also all personal property owned by the Grantor which is located on the above described premises at the date hereof.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by Robert Gair Company, Inc. by deed dated March 7, 1940, recorded in Cumberland County Registry of Deeds, Book 1601, Page 95. The above described premises are conveyed expressly subject to all the exceptions and reservations as the same are specifically set forth in said Robert Gair Company, Inc. deed; also the agreement dated July 25, 1913 between E. I. DuPont de Nemours Powder Company and Androscoggin Pulp Company, respecting the dam at Little Falls, to the extent that said agreement may remain in force; also sidetrack agreement with the Maine Central Railroad Company; and any state of facts which an accurate survey would show.

Excepting from this conveyance a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company, which was conveyed by Samuel D. Warren, et al, surviving trustees, to Portland and Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry, Book 823, Page 396.

Also excepting from this conveyance a pole line easement between this Grantor and Central Maine Power Company, dated October 6, 1944, recorded in said Registry, Book 1759, Page 348.

Excepting and reserving to the Grantor, its successors and assigns, all riparian rights (exclusive of any flowage rights other than those excepted and reserved in the following paragraph) and all rights of every kind and nature in and to the waters of the Presumpscot River, including without limitation of the foregoing the exclusive right to use, lower, discharge and divert the waters of said River and any of its tributaries at any and all times without restriction or liability of any

F.D.G. kind as may be deemed desirable by the Grantor and without liability for any damage which may be caused by drouth, flood or uneven handling of said waters.

Also excepting and reserving as aforesaid the perpetual right and easement to overflow and flood the above described premises as the same may be overflowed and flooded by means of the present dam as the same is now constructed across the Presumpscot River at Little Falls, so called, or any renewals or replacements thereof, or any dam constructed at or near the location of the present dam with a total effective height, including flashboards, of an elevation of 110, which is 1.66 feet below a benchmark located at the southwesterly corner of the concrete wall of the Wheel House shown on Plan entitled "Plan of Property covered in Deed to Windham Fibres, Inc. from Cumberland Securities Corporation" dated July 17, 1945, which said Plan is to be recorded in the Cumberland County Registry of Deeds.

Also excepting and reserving as aforesaid the right to land and construct a dam, with or without flashboards, against the southerly wall and foundation of said Main Building and/or the Extension thereof and the westerly wall and foundation of said Wheel House; also the right to maintain and repair at the points of contact with said walls and foundations any dam as now or hereafter constructed, including flashboards; also the right to face up with masonry to the height and thickness deemed desirable by the Grantor said wall and foundation of said Main Building and the Extension thereof, including its westerly wall and foundation, and said westerly wall and foundation of said Wheel House, expressly including the right to face up to the level of the basement floor of said Extension the section of the foundation wall of said Extension which runs under the same; also the right to cover up with masonry any or all of the lower windows in the southerly wall of said Main Building, the southerly and westerly walls of said Extension and the westerly wall of said Wheel House; also the right to maintain and repair said facing, but without obligation on the part of the Grantor to maintain or repair the same or the wall or foundation walls to which said facing may be affixed; also the right to block off and fill in and keep blocked off and filled in each of the penstocks running under the buildings hereby conveyed; also the right to fill in up to the basement floor levels the space behind and adjacent to the inner side of the southerly foundation and wall of said Main Building, said Extension (expressly including the right to fill in with masonry the space behind and adjacent to that section of the foundation wall of said Extension which runs under said Extension) and the westerly foundation and wall of said Wheel House to the extent deemed desirable by the Grantor to reinforce the same adequately in connection with its operation and maintenance of the present dam as the same is now constructed, including flashboards, or any other dam including flashboards which may be constructed at or near Little Falls, so called; also the right to maintain said fill but without obligation on the part of the Grantor to maintain the same or the walls and foundation walls which said fill is designed to reinforce. Said rights may be exercised by sluicing in fill through the lower windows of said Main Building, said Extension or said Wheel House and down through openings which may be cut in the basement floors of said buildings.

Also excepting and reserving as aforesaid the right to enter upon the above described premises for the purpose of constructing, operating and maintaining its said dams and appurtenances connected therewith and to repair, replace and maintain such part of the southerly and westerly walls of said Main Building and the Extension thereof and the Wheel House as may be necessary in the opinion of the Grantor to enable it to efficiently operate its said dam or any other dams constructed at or near Little Falls, so called; provided that the exercise of said right shall not unreasonably interfere with the operation and use by the Grantee of the premises hereby conveyed.

Also excepting and reserving as aforesaid the right to pass and repass for any and all purposes to and from Depot Street to any point on said one-rod strip located along the easterly bank of the Presumpscot River and/or to its dam constructed at said Little Falls along the two rights of way as the same are now located from Depot Street, and through the buildings as the same now are or hereafter may be constructed upon the above described premises along suitable and convenient rights of way to be designated by the parties hereto.

Also excepting and reserving as aforesaid the perpetual rights and easements to erect, repair, rebuild, operate and patrol electric transmission and distribution lines consisting of suitable and sufficient poles and/or towers with sufficient foundations, together with wires strung upon and extending between the same for the transmission of electric energy, together with all necessary fixtures, cross-arms, braces, anchors, wires and guys over and along (1) a strip of land 100 feet in width and extending from the southerly boundary of the above described premises on the easterly side of the Presumpscot River to a point 25 feet distant northerly from the Grantor's substation as the same is now constructed on the easterly side of said Presumpscot River, the westerly boundary of said strip to be $37\frac{1}{2}$ feet distant westerly from the center line of the present transmission line of the Grantor as the same is now constructed and the easterly boundary to be $62\frac{1}{2}$ feet distant easterly from the center line of said transmission line as now constructed; and (2) a strip of land 100 feet in width extending in a westerly direction from said substation or from some suitable and convenient point on the aforesaid pole line to the easterly line of the premises hereby conveyed; also the right to cut, trim and remove such trees, branches and underbrush as will in the opinion of the Grantor, its successors or assigns, interfere with or endanger the operation of said electric lines; also the right to cut, trim and remove any tall trees located outside either of said strips which in falling would in the opinion of the Grantor, its successors or assigns, interfere with or endanger the operation of said lines.

Also excepting and reserving as aforesaid the perpetual rights and easements (1) to operate, repair, replace and maintain the Grantor's said substation as the same is now located; (2) to operate, repair, rebuild and maintain the Grantor's distribution line as the same is now constructed extending from its substation to the southerly wall of the Grantee's building, including the fixtures attached to said building; (3) to erect, operate, repair, rebuild and maintain a distribution line to

be located from the Grantor's said substation northwesterly to the Grantee's building; and (4) to enter upon the above described premises for the purposes of constructing, operating and maintaining said substation and pole lines.

Also excepting and reserving as aforesaid that part of the dam constructed across the Presumpscot River at Little Falls, so called, as is located on the above described premises.

U.S.I.R.
\$7.15
7/25/45
E.D.G.

TO HAVE AND TO HOLD the above described premises with all the privileges and appurtenances thereunto belonging to the said Windham Fibres, Inc., its successors and assigns, to its and their own use and behoof forever, except as aforesaid; subject, however, to the covenants and agreements hereinafter contained.

AND the said Grantor Corporation does hereby covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances, except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

AND for the consideration aforesaid the said Windham Fibres, Inc. hereby covenants and agrees for itself, its successors and assigns, as follows:

(1) That no matter reasonably objectionable to the Grantor shall be dumped or thrown into or suffered to pass into the Presumpscot River from the premises hereby conveyed.

(2) That the Grantee shall indemnify and hold harmless the Grantor, its successors and assigns, from any and all damage resulting directly or indirectly to property of the Grantee from the excavation for and construction of any dam or dams which may be built at or near said Little Falls to a height with flashboards not to exceed an elevation of 110, which height is 1.66 feet below a benchmark located at the southwesterly corner of the concrete wall of the Wheel House shown on said Plan, except for such damage as may result directly from the gross or wilful negligent acts of the Grantor.

It is mutually understood and agreed that a certain lease made by and between the parties hereto as of January 1, 1945, is hereby cancelled and deemed to be null and void and of no effect.

Nothing in this Indenture contained shall be deemed to give anyone other than the Grantee, its successors or assigns, any rights either at law or in equity against the Grantor, its successors or assigns.

The provisions of this Indenture shall be binding upon and inure to the benefit of the successors and assigns of Cumberland Securities Corporation and Windham Fibres, Inc. wherever the context permits.

IN WITNESS WHEREOF, said Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by Fred D. Gordon, its President, hereunto duly authorized, and the said Windham Fibres, Inc. has caused its corporate name to be signed and its corporate seal affixed by Gustav Machlup, its Treas-

VIL_RESP00029

urer, hereunto duly authorized, all as of the day and year first above written.
Signed, Sealed and Delivered in Presence of

CUMBERLAND SECURITIES CORPORATION

CORPORATE SEAL

Fred C. Scribner, Jr.

By Fred D. Gordon, President

WINDHAM FIBRES, INC. CORPORATE
SEAL

Fred C. Scribner, Jr.

By Gustav Machlup Treasurer

STATE OF MAINE,

Cumberland, ss.

July 25, 1945.

Personally appeared the above named Fred D. Gordon, President of Cumberland Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cumberland Securities Corporation. Before me, Fred C. Scribner, Jr.

Justice of the Peace

STATE OF MAINE,

Cumberland, ss.

July 25, 1945.

Personally appeared the above named Gustav Machlup, Treasurer of Windham Fibres, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Windham Fibres, Inc.

Before me, Fred C. Scribner, Jr.

Justice of the Peace

Received August 17, 1945, at 4h 35m P. M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS THAT WINDHAM FIBRES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its principal place of business at Portland, in the County of Cumberland and said State, in consideration of Twelve Thousand Five Hundred Dollars (\$12,500) paid by MAINE STEEL, INC. a corporation duly organized and existing under and by virtue of the laws of said State and having its principal place of business at said Portland, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Maine Steel, Inc., its successors and assigns forever, the lot or parcel of land with the buildings thereon located in the Town of Windham at Little Falls, so-called, in said County and State, which was acquired by the Grantor under and pursuant to the terms of a certain indenture between the Grantor and Cumberland Securities Corporation, dated July 25, 1945, and recorded in Cumberland County Registry of Deeds on August 17, 1945.

This conveyance is made subject to all the covenants, restrictions, reservations, easements and impairments of title set forth and described in said indenture of trust.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all privileges and appurtenances thereof to the said MAINE STEEL, INC., its successors and assigns, to its and their own use and behoof forever, and the Grantor does covenant with the

Windham
Fibres,
Inc.
to
Maine
Steel,
Inc.
Mort.

Discharge
Book 2146
Page 460

VIL RESP00030